

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

APCO Worldwide LLC

2. Registration Number

6582

3. Primary Address of Registrant

1299 Pennsylvania Ave NW, Suite 300
Washington, DC 20004

4. Name of Foreign Principal

Technology Innovation Institute
- Sole Proprietorship LLC

5. Address of Foreign Principal

P.O.Box 9639
Masdar City
Abu Dhabi, United Arab Emirates

6. Country/Region Represented

United Arab Emirates

7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality N/A

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant engages

N/A

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Technology Innovation Institute was created for the purpose of developing the most advanced, disruptive technological innovations designed to solve society's greatest challenges.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

The Technology Innovation Institute is supervised, owned, controlled, financed, and subsidized by Advanced Technology Research Council, which is supervised, owned, controlled, directed, financed, and subsidized by the Abu Dhabi Executive Council, the executive authority of the Emirate of Abu Dhabi. The Technology Innovation Institute is directed by its Chief Executive Officer and leadership team.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

October 20, 2021Margery KrausA small rectangular button with the word "Sign" in a bold, sans-serif font./s/ Margery KrauseSignedA small rectangular button with the word "Sign" in a bold, sans-serif font.A small rectangular button with the word "Sign" in a bold, sans-serif font.A small rectangular button with the word "Sign" in a bold, sans-serif font.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

APCO Worldwide LLC

2. Registration Number

6582

3. Name of Foreign Principal

Technology Innovation Institute - Sole Proprietorship LLC

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? October 20, 2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant has contracted with the foreign principal to provide strategic communications and media relations services within the United States to promote technological and scientific innovations and to promote Abu Dhabi and the wider United Arab Emirates as a key player in advanced technology. A copy of the Registrant's agreement is attached.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant shall provide a mutually agreed amount of strategic communications and media relations services within the United States to promote technological and scientific innovations and to promote Abu Dhabi and the wider United Arab Emirates as a key player in advanced technology.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Registrant's activities will include communications on behalf of the foreign principal within the United States to media and other organizations to promote technological and scientific innovations and to promote Abu Dhabi and the wider United Arab Emirates as a key player in advanced technology.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

N/A

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
N/A	N/A	N/A	N/A

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
N/A	N/A	N/A	N/A

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
October 20, 2021	Margery Kraus	<div>Sign</div> /s/ Margery Kraus eSigned
		<div>Sign</div>
		<div>Sign</div>
		<div>Sign</div>

Short Form Engagement Agreement ("Agreement")

APCO Worldwide FZ-LLC ("**APCO**" or "**Consultant**") agrees to provide the following services ("**Services**") to the Technology Innovation Institute – Sole Proprietorship LLC ("**TII**" or "**Client**") from the date of full execution of this Agreement ("**Effective Date**") until December 31, 2021 ("**Term**") within the budget set forth herein:

Services: Mutually agreed strategic communications and media relations services within the United States to promote technological and scientific innovations and to promote Abu Dhabi and the wider United Arab Emirates as a key player in advanced technology.


APCO shall provide the Services for a fixed fee of \$55,000 ("**Fee**"), plus applicable taxes. The Fee, plus applicable taxes, shall be invoiced upon execution of this Agreement.

Client shall reimburse APCO for expenses incurred in performing the Services that are approved in writing by Client. APCO shall invoice such expenses monthly in arrears; provided, however, that if the parties anticipate any single expense in excess of \$5,000 or expenses in excess of \$15,000 in any given month, then Client shall prepay such anticipated expenses.

The Services provided by APCO to TII under this Agreement shall be subject to the general terms and conditions attached hereto as **Exhibit A ("General Terms and Conditions")**. The General Terms and Conditions shall be incorporated by reference into this Agreement and APCO and TII agree to be bound by the same. In the event of inconsistency between the terms of the Agreement and Exhibit A, then this Agreement shall apply.

AGREED AND ACCEPTED:

APCO Worldwide FZ-LLC

By: 
Name: Mamoon Sbeih
Title: President, MENA
Date: 20 October 2021



Technology Innovation Institute – Sole Proprietorship LLC


By: 
Name: _____
Title: _____
Date: _____

EXHIBIT A

1. INTERPRETATION

- 1.1 In this Agreement except where the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" means, in relation to either Party, that Party and every other company which is for the time being a subsidiary or holding company of that Party or a subsidiary of any such holding company (where "subsidiary" and "holding company" shall have the meanings ordinarily given to them in the jurisdiction within which that company is incorporated);

"Authorised Persons" means each of the persons listed in Schedule 3;

"Campaign" means any individual project to be undertaken by Consultant in the delivery of the Services;

"Client IP" means the Intellectual Property Rights owned by Client or its Affiliates before the Commencement Date or created by Client or its Affiliates after the Commencement Date and necessary for the provision of the Services by Consultant;

"Client Representative" means the person named in Schedule 3 hereto or such other person as Client may from time to time notify to Consultant;

"Commencement Date" means the Effective Date;

"Developed Materials" means all documents, software, photographic or graphic works of any type, and any other materials in any medium or format which are created by or on behalf of Consultant in the course of performing its obligations under this Agreement, excluding Consultant's Intellectual Property;

"Disclosure" means (i) the Developed Materials; (ii) any drawings, documents or other materials supplied to Consultant (including, but without prejudice to the generality of the foregoing, all readable or computer or other machine readable data, logic sheets, coding, listing and test data), and (iii) any know-how, commercially sensitive ideas or other information of any kind (including, but not limited to, information relating to Client's affairs and all such information relating to Client's Affiliates, shareholders, principals, subsidiaries, personnel and employees) acquired, received or observed by, or on behalf of, Consultant in connection with this Agreement or the provision of the Services;

"Fees" means the fees, applicable taxes, and expenses payable by Client for the Services and any additional services agreed between the Parties;

"Good Industry Practice" means the exercise of reasonable skill, care, diligence, prudence, efficiency, foresight and timeliness which would at that time be expected from a skilled, trained, experienced and reputable expert in services equivalent or

similar to the Services;

“Intellectual Property Rights” means (i) copyright, patents, know-how, confidential information, database rights, and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

“Services” means the Phase 1 and Phase 2 marketing and public relations consultancy services;

“Tax” means any tax, duty or other charges of whatever nature (but excluding any tax, duty or other charge levied on income accruing to a Party hereunder) imposed by any taxing or government authority including, but not limited to, VAT and withholding taxes;

“VAT” means any value added tax applicable in the United Arab Emirates pursuant to United Arab Emirates Federal Decree Law No. (8) of 2017 on Value Added Tax; and

“Written Approval” has the meaning given in Clause 7.1.

1.2 In this Agreement:

- (a) any reference to a person, includes a body corporate, unincorporated association of persons, government, state, agency, organization, and any other entity whether or not having a separate legal personality;
- (b) each reference to a Clause or Schedule is to a clause of or schedule to this Agreement;
- (c) the Schedules form an integral part of this Agreement;
- (d) the headings do not affect the interpretation in this Agreement; and
- (e) unless the context otherwise requires the singular shall include the plural and vice-versa and any words importing the masculine gender shall include the feminine also.

1.3 Unless expressly stated otherwise, in the event of any conflict or inconsistency between the Clauses contained in the main body of the Agreement and the Schedules, the Clauses of the main body of the Agreement will prevail.

1.4 Specific words indicating a type, category or class of thing shall not restrict the meaning of general words following specific words and general words followed by specific words shall not be restricted in meaning to the type, class or category of thing indicated by the specific words. The words **“including”** and **“include”** shall

mean including without limitation and include with limitation, respectively.

- 1.5 Clauses 1.2 to 1.4 (inclusive) apply unless expressly stated otherwise in this Agreement.

2. APPOINTMENT AND SERVICES

- 2.1 Client hereby engages Consultant to furnish the Services in accordance with, and subject to, the terms and conditions of this Agreement, on a non-exclusive basis. Consultant acknowledges and agrees that Client may obtain services identical to those provided by Consultant hereunder from any other Party without restriction.
- 2.2 Consultant shall provide the Services from the Commencement Date for the term of this Agreement.
- 2.3 Consultant shall:
- (a) ensure that each member of its staff and personnel and the staff and personnel of any of its sub-contractors or other agents: (i) is competent, trained and qualified to perform the Services in accordance with Good Industry Practice; (ii) acknowledges all risks and dangers associated with the provision of the Services; (iii) holds at all times a valid and current visa or work permit and any required certification(s); and (iv) complies with all applicable laws of the United Arab Emirates, the Emirate of Abu Dhabi and its home country of residence;
 - (b) implement and maintain all necessary precautions for the safety and security of the members of its personnel and the equipment used by them in connection with the provision of the Services;
 - (c) inform Client of each personnel's nationality (including dual nationalities);
 - (d) ensure all terms of employment for its personnel will be governed by their existing agreement with Consultant; and
 - (e) on request, promptly remove or replace any personnel considered unsatisfactory by Client in its sole discretion.
- 2.4 Consultant acknowledges and agrees that:
- (a) it is solely responsible for all employer/employee matters related to its personnel, including, but not limited to, work related injuries, all matters related to supervision, discipline, payroll, immigration, visa, compensation, insurance benefits (including, but not limited to, medical insurance, disability insurance and life insurance), pension, social security contributions, savings benefits, withholdings, Taxes and insurance for work related injuries; and

- (b) neither it nor any of its personnel shall be entitled to participate in any employee benefit or welfare plan, including any medical plan, disability plan, life insurance plan, pension plan, savings plan or any other plan sponsored by Client or its Affiliates, nor will Consultant or any of its personnel receive any benefits under any such plan.

3. TIME FOR PERFORMANCE

- 3.1 Consultant shall perform the Services within the time mutually agreed in writing between the Parties.
- 3.2 Without prejudice to any other rights or remedy Client may have, if Consultant fails to perform any Services within the agreed time limit, as mutually agreed by the Parties, Client shall notify Consultant in writing of the delay and requiring Consultant to cure such delay within a reasonable period of no less than fourteen (14) days from receipt of written notice. Following the end of the relevant cure period, if Consultant has not performed the relevant Services to Client's satisfaction, Client may terminate this Agreement and Consultant must reimburse Client for any previously paid Fees relating to unperformed Services as at the effective date of termination.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS OF THE CONSULTANT

Consultant warrants, represents and undertakes confirms to Client that:

- (a) it will use its best endeavours to promote and protect the interests of the Client during the term of this Agreement;
- (b) it will not do or omit to do any act the doing of which or the omission of which would or might cause either Party to be in breach of this Agreement;
- (c) it will provide the Services in accordance with Good Industry Practice;
- (d) it will attend such meetings as Client may request and Consultant further undertakes to prepare and submit any reports or supply any information relating to the Services as may be required by Client from time to time;
- (e) it will comply with the reasonable instructions of Client which may be given in relation to the Services from time to time;
- (f) it will keep detailed records of all activities undertaken in connection with the provision of the Services and shall at Client's request make them available for inspection and/or provide copies thereof to Client;
- (g) it will indemnify and hold harmless Client, its Affiliates and each of their directors and officers on written demand in respect of any levies, demands or claims that may be made by the relevant authorities against Client or any payments made by Client in respect of Tax demands or other charges or

contributions due to Taxes that Consultant failed to pay relating to the provision of the Services by Consultant;

- (h) it will immediately disclose any conflict of interest to Client which arises in relation to the provision of the Services as a result of any present or future appointment, employment or other interest of Consultant;
- (i) it will comply with all policies of Client as provided to it from time to time, including Client's social media policy;
- (j) by entering into this Agreement and performing all of its obligations, it shall not be in breach of any contract or other obligation, it shall not be in breach of any contract; and
- (k) it will comply with all applicable laws.

5. ACCESS

Consultant shall comply, and shall ensure that each of its personnel, employees and representatives shall comply, with all safety and security requirements or regulations applicable at any Client location at which the Consultant provides or may provide the Services.

6. CLIENT RESPONSIBILITIES

Client undertakes promptly to provide the Consultant with all information, assistance, resources and materials that the Consultant requests from time to time to facilitate the proper and timely performance of the Services.

7. APPROVALS AND AUTHORITY

7.1 Any reference in this Agreement to Client's "**Written Approval**" shall mean written approval of Client signified by:

- (a) any fax, letter or purchase order from Client bearing the signature of an Authorised Person;
- (b) oral approval given by an Authorised Person or e-mail emanating from the individual business e-mail address of an Authorised Person provided any oral approval is confirmed in writing within two days by way of a written report from Consultant to Client; or
- (c) the signature of an Authorised Person on the Consultant's documentation, to approve any aspect of the Services, including but not limited to the Consultant's work, personnel change, expenditure.

7.2 Client shall notify the Consultant in writing of any change to the Authorised Persons during the term of this Agreement. The Consultant shall not be responsible for any delay in the performance of the Services resulting from the unavailability

of an Authorised Person to provide Written Approval.

7.3 Prior to any publication, issuance or circulation to Affiliates of Client or third parties, Consultant shall submit to Client for Written Approval:

- (a) Campaign plans;
- (b) draft press content, releases, articles, photographs and captions;
- (c) copy, layouts, artwork and/or scripts;
- (d) social media output; and
- (e) estimates of the cost of the above-referenced items.

7.4 Written Approval by Client of drafts and proofs shall be taken by the Consultant as authorisation to proceed to publication, issuance or circulation, as applicable and Client's Written Approval of cost estimates provided by suppliers shall be Client's authorisation for the Consultant to enter into contracts with such suppliers on the basis of such estimates.

7.5 Consultant shall comply with any requests from Client to amend or halt any plans or to cancel any schedules or work in progress. Any amendments or cancellations shall be implemented by the Consultant provided that Client shall be responsible for any costs or expenses incurred or to which the Consultant is committed prior to, or as a result of, the cancellation or amendment. Client shall also pay Consultant fees covering the cancelled or amended Services, as well as any charges imposed on Consultant by third parties arising from the cancellation or amendment.

8. REPORTING

During the term of this Agreement, Consultant shall deliver to Client summary, narrative and financial reports in the form and frequency, and at the times, specified in Schedule 3.

9. LIABILITY AND INDEMNITY

9.1 Nothing in this Agreement excludes or limits either Party's liability:

- (a) for fraud, theft or willful misconduct;
- (b) for death or personal injury caused by the negligence of that of its employees or agents, or, in the case of Consultant, any employees or agentsof any subcontractors validly engaged under this Agreement;
- (c) under any indemnity;
- (d) for breach of obligations of confidentiality, including any breach of Clause 11; or

- (e) to the extent that any applicable laws preclude or prohibit an exclusion or limitation of liability.
- 9.2 Subject to Clause 9.1, the aggregate liability of each Party to the other Party under or in connection with this Agreement shall not exceed the total Fees paid or payable by Client to Consultant in accordance with this Agreement during the term of this Agreement.
- 9.3 Consultant shall hold harmless and indemnify Client, its Affiliates, and each of its and their directors, officers, employees or agents on written demand for all losses, claims, costs, liabilities, damages and expenses (including reasonable attorney fees), whether direct, indirect, financial, economic, consequential, brought against or otherwise suffered or incurred by Client, its Affiliates, and each of its and their directors, officers, employees or agents arising out of or in connection with:
 - (a) any willful misconduct or negligent act or omission by Consultant or its employees, agents or representatives;
 - (b) damage to or loss of property, injury or death caused (including, by negligence or omission) by Consultant, its employees, agents or representatives in connection with the provision of the Services; or
 - (c) claims for salaries, wages, Taxes, damages, compensation, benefits or remuneration of any kind in respect of any person working for or on behalf of Consultant.

10. INSURANCE

- 10.1 Consultant shall, at its sole cost and expense, take out and maintain, or cause to be taken out and maintained in effect, for so long as may be necessary to cover its obligations and liabilities under or in connection with this Agreement (and in any event no less than the term of this Agreement) workmen's compensation and employer's liability insurance in a level sufficient to cover Consultant's obligations under UAE Labor Law 1980 and subsequent amendments in respect of its personnel, subcontractors and its other employees, and in any case, in the minimum amount of AED 1,000,000 for each and every incident.
- 10.2 The insurances referred to in Clause 10.1 shall be with a reputable insurer established and licensed in the United Arab Emirates. Consultant shall be solely responsible for any excesses or deductibles applicable under any of the insurances specified in Clause 10.1.
- 10.3 Without prejudice to the above, Consultant shall ensure that the indemnity limits under the insurance policies set out in Clause 10.1 shall be a minimum requirement and shall not be construed in any way as a limit of liability or as constituting acceptance by Client of responsibility for any liability in excess of such indemnity limits.

- 10.4 It shall be Consultant's responsibility to ensure that any agent or sub-contractor validly engaged by it effects and maintains all insurances required by law and all such other insurances as Consultant requires. Any deficiencies in the cover or policy limits of insurances of such validly engaged agents or sub-contractors shall be the sole responsibility of Consultant.

11. CONFIDENTIALITY

11.1 Consultant:

- (a) acknowledges that all the Disclosure is given in confidence
- (b) acknowledges that all the Disclosure shall remain the property of Client at all times;
- (c) undertakes to keep secret and confidential all and every part of the Disclosure and the content of this Agreement, even after the termination of this Agreement;
- (d) undertakes to keep in a safe, secure and confidential place any documents and materials supplied to Consultant and not to make use of, or permit others to make use of, the Disclosure or any part of it except where it is necessary in order for a person to provide the Services or is authorized by Client in writing;
- (e) to the extent that the Disclosure is no longer required to enable performance of the Services, shall return, destroy or delete (as applicable) the Disclosure together with all copies, notes and transcriptions thereof to Client forthwith upon demand but in any event shall return, destroy or delete (as applicable) the Disclosure and all copies, notes and transcriptions of the same upon the termination of this Agreement; and
- (f) acknowledges that it shall not acquire any Intellectual Property Rights in all or any part of the Disclosure.

- 11.2 Consultant shall procure that any person (including, employees of Consultant) to whom all or part of the Disclosure is divulged enters into a confidentiality undertaking with terms that are substantially similar to the confidentiality obligations hereunder. The obligations of confidentiality and non-disclosure shall not apply to information that: (i) was at the time of receipt by Consultant already in Consultant's possession free of any obligation to keep it confidential; (ii) is, or becomes in the future, public knowledge other than through a breach of this Clause 11 or an equivalent confidentiality undertaking by a permitted recipient of the Disclosure; (iii) was received by Consultant from a third party which is under no confidentiality obligation in respect of that information; or (iv) was independently developed by Consultant without use of the Disclosure.

- 11.3 Consultant may disclose the Disclosure where required to do so by law or by any

competent regulatory authority, law or court order. In these circumstances, Consultant must give to Client prompt advance written notice of the disclosure (where lawful and practical to do so) so that Client has sufficient opportunity (where possible) to prevent or control the manner of disclosure by legal means.

12. INTELLECTUAL PROPERTY

- 12.1 All methodologies, procedures, management tools, workshops, manuals, data files, concepts, ideas, inventions, know-how, software, trademarks, logos, discoveries, innovations, materials, analysis, questionnaire forms, designs (including research designs), models, systems, sampling methods, completed questionnaires, and other intellectual property that Consultant has developed, created or acquired prior to or after date of this Agreement which is unrelated to the performance of the Services or this Agreement ("**Consultant's Intellectual Property**") are, and shall remain, the sole and exclusive property of Consultant. Client shall not have or acquire any right, claim, title or interest in or to any of Consultant's Intellectual Property.
- 12.2 Consultant hereby agrees that: (i) all Intellectual Property Rights in the Developed Materials, including any modification, adaptation or development of the Developed Materials, shall vest in and belong to Client; and (ii) Consultant hereby assigns to Client such Intellectual Property Rights (including all present and future copyright, and copyright revivals, and extensions).
- 12.3 Consultant agrees to sign all documents and do all other acts which Client or Client Representative reasonably requests to enable Client to exercise its rights in Clause 12. This includes joining in any application which may be made by Client in Client's sole name for registration of any Intellectual Property Rights (such as a patent, trade mark or registered design).
- 12.4 Client grants to Consultant a royalty-free, non-exclusive non-transferable and non sub-licensable licence to use, reproduce, modify, adapt and develop the Client IP and the Intellectual Property Rights in the Developed Materials for the sole purpose and only to the extent necessary for performing its obligations under this Agreement.
- 12.5 Consultant warrants and represents that the Developed Materials will not infringe Intellectual Property Rights of a third party whether by reason of the use or exploitation of any such Developed Materials or otherwise.
- 12.6 Consultant grants to Client a royalty-free, non-exclusive, non-transferable and irrevocable licence (including a right to sub-license) to use and reproduce those Intellectual Property Rights in any tools, processes, methodologies, operating manuals, specifications, documents or other materials owned by a third party and which are used by Consultant in the provision of the Services or the performance of Consultant's other obligations arising under or in connection with this Agreement, but excluding the Developed Materials and Client IP, to the extent necessary to receive and use the Services.
- 12.7 This Clause 12 shall survive expiry of this Agreement, or its termination for any reason.

13. PRICE AND PAYMENT

- 13.1 The Fees shall be payable by Client in accordance with the Agreement.
- 13.2 The Fees shall be exclusive of all Taxes imposed, levied or otherwise charged by any UAE governmental entity with respect to any of the Services including, without limitation, VAT.
- 13.3 Where the Services include goods or services that are properly taxable and the Consultant wishes to charge the Client VAT on any portion of such Services, the following provisions shall apply:
- (a) Consultant must provide to Client its VAT registration number and (if requested by Client) a copy of its VAT registration certificate. If at any time the Consultant ceases to be registered for VAT, it must notify Client immediately.
 - (b) Where the Consultant makes a taxable supply or deemed supply of goods or services, in delivering all or parts of the Services to the Client, the Consultant must provide a valid and compliant VAT invoice to Client in accordance with Clause 13.5 of this Agreement, and Client, subject to having first received such invoice and having ascertained the portion of the Services to which the VAT is properly chargeable, shall pay the applicable VAT in addition to the payment for the Services.
 - (c) Where the law requires Client to account for the VAT under the reverse charge mechanism or otherwise to the relevant Tax authority and the Consultant is not liable to account for the VAT (for example, on a supply of goods and services which involves more than one jurisdiction or is made by a foreign Consultant who is not registered in Client's jurisdiction), Client will account and be responsible for all VAT due in the relevant jurisdiction and shall not make any VAT payments to the Consultant in addition to the payment for the Services.
 - (d) If Client has paid VAT to the Consultant but due to any non-compliance by the Consultant (including by reason of any error or omission, failure to register for VAT, fraudulent VAT registration claim, or a defective VAT invoice) VAT is not recoverable by Client in full as input Tax, the Consultant will reimburse Client on demand for the resulting irrecoverable input VAT, and any costs, expenses, fines and penalties.
 - (e) If the Parties are in Dispute (as defined below) (with each other or with the relevant Tax authority) or uncertain about the VAT obligations or implications of any supplies of goods or services delivered as part of the Services, or the relevant Tax authority determines that the Parties' treatment of VAT on such supplies, with regard to all or parts of the Services, is incorrect in any respect, the Parties shall use all reasonable

endeavours to cooperate and reach agreement with each other and with the Tax authority keeping each other fully informed and shall make all appropriate adjustments.

- (f) Where the consideration for any taxable supply of goods or services, for all or part of the Services, is subsequently adjusted (including on a termination), the Parties will make all appropriate adjustments to the VAT, including the repayment of VAT, the further payment of VAT and the issue of any credit note or further VAT invoice valid for VAT purposes, to each other, as may be applicable.

13.4 Subject to Clause 13.5, Client's payment the Fees shall be made within thirty (30) days from receipt of the applicable invoice and any other appropriate documentation.

13.5 Client shall only be obliged to pay invoices rendered by the Consultant which:

- (a) specifies the amount of Fees payable;
- (b) specifies the full business name and address of the Consultant, including the Tax/VAT registration number of the Consultant (if applicable);
- (c) specifies the time period to which the invoice relates, if applicable, and the location of supply (if applicable for Tax purposes);
- (d) includes the Consultant's bank and account details for payment.

13.6 If any portion of the Fees is subject to Dispute by Client:

- (a) Client shall provide Consultant a reasonably detailed explanation in writing for the Dispute within thirty (30) days of receipt of the relevant invoice (provided that the invoice complies with Clause 13.5);
- (b) Client shall pay any undisputed amounts within thirty (30) days of receipt of the relevant invoice (provided that the invoice complies with Clause 13.5); and
- (c) the Parties use all reasonable efforts to resolve the Dispute amicably.

13.7 No such Dispute under Clause 13.6 shall relieve Consultant of its obligations to fully perform the Services.

13.8 Payment by Client shall be without prejudice to any claims or rights which Client may have against Consultant and shall not constitute any acceptance by Client of the performance by Consultant of its obligations hereunder. Client may without liability to Consultant, deduct such sums from any payment made to Consultant.

14. DURATION & TERMINATION

- 14.1 This Agreement shall commence on the Effective Date and shall continue for the Term, unless terminated earlier in accordance with this Clause 14 or extended by mutual written agreement of the Parties.
- 14.2 This Agreement may be terminated by Client, without the need for a judicial order, on giving ninety (90) days' prior written notice to Consultant.
- 14.3 Client shall have the right to terminate this Agreement immediately, without the need for a judicial order, upon written notice to Consultant if:
- (a) Consultant commits a material breach of this Agreement which is not capable of remedy or, in the case of a breach which is capable of remedy, if Consultant fails to take all reasonable steps to remedy the breach within fourteen (14) days of written notice by Client specifying the breach to be remedied;
 - (b) Consultant commits a material breach of this Agreement which is capable of remedy on more than two occasions in any six (6) month period notwithstanding that Consultant has taken steps to remedy either breach and in each case Consultant has been given written notice in accordance with clause 14.3(a); or
 - (c) Consultant enters into liquidation (or any like or analogous process) whether compulsory or voluntary or if it compounds with its creditors or has a receiver, administrative receiver, manager or administrator appointed over all or any of its assets (or any like or analogous process) or is unable to pay its debts within the ordinary course of business.
- 14.4 In the event of termination by Client under Clause 14.2, Client shall pay Consultant the proportion of the price payable for the Services which on the effective date of termination remains unpaid by Client and represents either the work properly carried out in accordance with the Agreement or, where the Services are charged on a time basis, for the time properly and necessarily spent on the Services prior to termination.

15. CONSEQUENCES OF TERMINATION

- 15.1 Any termination or expiry of this Agreement shall be without prejudice to the accrued rights of Client or Consultant prior to the date of termination or expiry except that Client shall not be liable to Consultant for any loss, claims, damages, fees, liabilities, costs or expenses (whether direct, indirect economic, financial, consequential (including loss of profit, loss of goodwill, loss of sales revenue, loss of contract and loss of opportunity) or otherwise) suffered by Consultant due to termination.

- 15.2 As soon as reasonably practicable following the expiry or termination of this Agreement, Consultant shall, as requested by Client, destroy or return all Disclosure and copies of, or materials containing, reflecting, incorporating or embodying, Client IP and the Developed Materials, and shall certify in writing to Client that it has complied with Client's requests under this Clause 15.2.

16. SET-OFF AND COUNTERCLAIM

Upon giving Consultant thirty (30) days' prior written notice of its intent to deduct any monies explaining in reasonable detail the reasons therefor and relevant provisions of this Agreement, Client shall have the right to deduct from any monies due or which may become due to Consultant, any monies or sums recoverable from Consultant to Client in respect of any claim pursuant to this Agreement. Consultant shall not be entitled to set off against any sums payable to Client any sums which Client may owe or are payable to it by Client.

17. ASSIGNMENT AND SUB-CONTRACTING

- 17.1 Consultant shall not assign this Agreement to any person, appoint any agent or sub-contractor or any person to carry out its obligations under this Agreement or dispose of or otherwise transfer its rights and obligations under this Agreement without the prior written consent of Client, such consent not to be unreasonably withheld or delayed. Consultant warrants and represents to Client that any agent, subcontractor or other person validly engaged in accordance with this Clause 17.1 is fully experienced and properly qualified, equipped, organized and financed to undertake the work concerned. Further, if Consultant validly sub-contracts, transfers or otherwise disposes of any of its obligations under this Agreement in accordance with this Clause 17.1, it shall remain fully liable to Client for the performance of those obligations and shall actively supervise its sub-contractors and agents.
- 17.2 Client may only assign, sub-contract, dispose of or otherwise transfer any part of its rights or obligations under this Agreement with the prior written consent of Consultant, such consent not to be unreasonably withheld or delayed.

18. NOTICES

- 18.1 Any notice required to be given by one Party to the other shall be in writing and shall be served by sending the same by international air courier delivery service, e-mail, or facsimile or by delivering the same by hand to the address of the Party as set out on page one of this Agreement or such other address as a Party may from time to time notify to the other Party in writing, and any notice so served shall be deemed to have been served when delivered by hand at the time of such delivery and when sent by courier seventy-two (72) hours after the time of dispatch and in proving the service of the same it shall be sufficient to prove, in the case of a letter, that such letter was properly addressed and delivered to the courier, in the case of facsimile that the same was duly dispatched to the facsimile number of the

addressee at the relevant address for service, and in the case of e-mail that the same was correctly addressed and transmitted.

- 18.2 Consultant agrees that all notices and other requests, recommendations or information relating to the Services and this Agreement shall also be sent to the Client Representative at the address specified in the Schedules.

19. WAIVER

No waiver or forbearance by Client in enforcing any of its rights hereunder shall prejudice or affect the ability of Client to enforce such rights or any of its other rights hereunder at any time in the future. No waiver shall be effective unless in writing and signed by Client. For the avoidance of doubt, it is agreed that a waiver of a right on one occasion shall not constitute a waiver of the same right in the future.

20. WHOLE AGREEMENT

This Agreement (together with any documents referred to herein) constitutes the whole agreement between the Parties relating to its subject matter.

21. SEVERANCE

Any provision of this Agreement which is declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions of this Agreement which shall continue unaffected.

22. ADVERTISING

22.1 Except as necessary to perform the Services, Consultant undertakes that neither it nor any of its personnel, representatives or agents shall without the prior written consent of Client, which may be withheld by Client in its absolute discretion, permit or authorize the making of any reference to this Agreement or to the Services or to Client, its operations, plans or activities, in any medium including any leaflets, brochures, publications, journals, newspapers, the internet or in any radio or television broadcasts.

22.2 Any request by Consultant to make any such reference shall be made in writing to the Client Representative and shall be accompanied by a copy of all announcements, photographs and other documentation whatsoever and details of the time and medium for advertisement or announcement together with such other information or documentation as Client may request.

23. NON-SOLICITATION

Each Party undertakes to the other Party that it shall not during the term of the Agreement and for a period of one (1) year after the expiry or termination, either, on its own account or in conjunction with or on behalf of any other person solicit or entice (or attempt to solicit

or entice) away from the other Party any employee of the other Party. Notwithstanding the foregoing, neither Party shall be in breach of this section where such Party hires an employee of the other Party who: (i) responded to a bona fide advertisement not targeted at any such person; or (ii) had his/her employment terminated by the other Party prior to the date of first contact with such person.

24. RELATIONSHIP OF THE PARTIES

Nothing herein shall be construed or have effect as constituting any relationship of employer and employee between Client and Consultant.

25. VARIATIONS

No variations or alterations to this Agreement shall be effective unless made in writing and duly signed by the authorized representatives of Consultant and Client.

26. WAIVER OF MORAL RIGHTS

Consultant hereby irrevocably waives any rights it may have to be identified as the author of any copyright work of the Developed Materials under any applicable laws. Consultant undertakes to ensure that agents and sub-contractors shall not acquire any right to be identified as the authors of any copyright work of any Developed Materials.

27. SURVIVAL

The provisions of Clauses 1, 4(g), 2.5(a), 6, 11, 12, 14.4, 15, 22, 23, 26, 27 and 28 shall continue to apply notwithstanding termination or expiry of this Agreement.

28. GOVERNING LAW AND JURISDICTION

28.1 This Agreement shall be governed by the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates.

28.2 Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity, or enforceability thereof ("**Dispute**"), shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration in effect at the time of arbitration, except as they may be modified herein. The arbitration shall be conducted by one arbitrator for any Dispute equal to or less than USD \$250,000 and by three arbitrators for any Dispute greater than USD \$250,000. The seat, or legal place, of the arbitration shall be the Abu Dhabi Global Market, and it shall be conducted in the English language. The arbitrators shall be impartial and independent. The arbitration award shall be final and binding on the Parties, and the Parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant Party or its assets. The time limit within which the arbitral tribunal must render its final award is 30 days. Such time limit shall start to run from the later of the date of the last hearing or the final

post-hearing submission. The tribunal shall inform the Parties in writing when it considers the proceedings closed. The arbitrators shall award to the prevailing Party its costs and expenses of the arbitration, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrators. The Parties waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. The Parties hereby irrevocably waive any defense on the basis of forum non conveniens in any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement. The Parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration ("**Confidential Arbitration Information**") shall not be disclosed to any non-party except the tribunal, the Parties, their counsel, experts, witnesses, accountants, auditors, insurers, reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a Party may disclose Confidential Arbitration Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive the termination of this Agreement and of any arbitration pursuant to this Agreement.

29. COUNTERPARTS

This Agreement may be signed in any number of counterparts, and each Party may sign one or more counterpart. The counterparts shall together form and be construed as one and the same document.

30. THIRD PARTY RIGHTS

A person who is not a party to this Agreement may not enforce any of its terms.

SCHEDULE 3

GOVERNANCE AND REPORTING

A. Reporting:

- Weekly Status Reports
- Monthly Status Reports, covering work & completed for the month